

MEMORANDUM

OCTOBER 9, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND  
STEPHEN COYLE, DIRECTOR

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR  
MUHAMMAD ALI-SALAAM, SENIOR PLANNER  
LEON JACKLIN, TRANSPORTATION PLANNING OFFICER

SUBJECT: WASHINGTON PARK URBAN RENEWAL AREA, MASS R-24  
LICENSE AGREEMENT, PARCEL P-1A, 15 MILLS STREET  
THE MILLS STREET COOPERATIVE

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Mr. Stanley Steele, representative of the Mills Street Cooperative, has written the Authority requesting a license for 15 Mills Street so that said cooperative may develop and maintain the parcel for off-street neighborhood parking in order to alleviate an increased parking demand upon the residents of Mills Street.

#15 Mills Street is an Authority owned parcel containing 3,034 sq. ft. of vacant land located among residential homes on a very narrow street in the Washington Park Urban Renewal Area. This parcel has been vacant for over fifteen years and would be ideal for an off-street parking facility proposed by the Mills Street Cooperative.

Their proposal calls for twelve parking spaces to be constructed at a cost of approximately \$6,000 which includes grading the land and filling with crush gravel and finished asphalt. The cooperative will be fully responsible for the development, maintenance, insurance and any other related costs.

Meetings were conducted by the Authority staff on September 23rd, October 4th and October 6th 1986 for the residents of the area concerning the proposal and there was overwhelming support voiced in favor of this parking lot.

It is therefore recommended that the Director be authorized to execute and deliver a license to the Mills Street Cooperative for the use of a parcel located at 15 Mills Street (parcel P-1A) to construct off-street parking for residents of Mills Street.

VOTED: That the Director be and hereby is authorized to execute and deliver a License to the Mills Street Cooperative for temporary use of the Authority-owned premises at 15 Mills Street as a neighborhood parking lot subject to a 30-day notice to vacate the premises; said License is to be for the consideration of one dollar (\$1.00) per year. Said License is to contain the express provision that no obligation on the part of the Authority direct or indirect is to be construed beyond this temporary month to month tenancy. Said Licensee shall also contain the express provision that the License agrees to assume all maintenance expenses including sewer and water charges if any and Licensee will have the complete responsibilities for compliance with all municipal codes and ordinances. Said License shall further provide that the Licensee shall obtain liability insurance naming the Authority as co-insured and Licensee agrees to indemnify and hold harmless the Authority from any liability and/or damage resulting from the Licensee's use of the premises. Said License to include such other terms and conditions as the Director deems proper and in the best interest of the Authority.



MILLS STREET COOPERATIVE, INC.  
14 MILLS STREET  
ROXBURY, MA 02119

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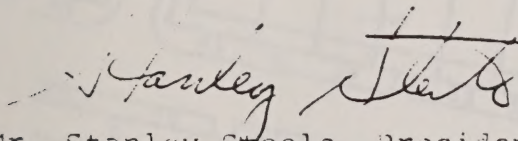
October 7, 1986

Mr. Stephen Coyle, Director  
Boston Redevelopment Authority  
1 City Hall  
Boston, MA 02114

Dear Mr. Coyle:

The members of the Mills Street Cooperative, Inc. will assume financial responsibility to develop parcel # 3034, located at 15 Mills Street in Roxbury. Development will include surfacing, partitioning, and anything else that may be necessary for the proper maintenance of the lot for parking purposes. If you have any further questions, please feel free to contact me.

Sincerely,



Mr. Stanley Steele, President



WASHINGTON PARK URBAN RENEWAL AREA  
PARCEL P1-A  
LOCATION MAP





Mr. Steven Coyle  
Director  
Boston Redevelopment Authority (BRA)  
One City Hall  
Boston, MA

August 2, 1986

15 Mills St  
57

Dear Mr. Coyle:

WE: are writing in reference to a vacant lot at No. 11 Mills Street, Roxbury, Massachusetts.

Mills Street is approximately 14' 6" wide curb to curb, which means the residents must park half on the side walk and partially in the street (only on the odd numbered side). During the winter months, the snow and its removal make parking limited, and access to the street for snow removal equipment, fire trucks, etc. is difficult at best.

The lot has been used for off-street parking with permission by the Boston Redevelopment Authority (BRA). Since 1977, and to that end your agency consented to level and gravel the lot. Since that time it has been used for both live and storage parking by all the residents.

We desire to continue using the lot for controlled parking by the residents with adequate paving and fencing to enhance our neighborhood, and to that end we desire to have the Boston Redevelopment Authority issue a license to our neighborhood cooperative to continue using the lot.

Sincerely,

Stanley O. Steele  
Representative  
Mills Street Cooperative

Linda Sutton

Edwin + Christina Morthy - 7 Mills St.

Frederick Hamilton - 5 Mills St.

Mrs. Mrs. Darvey Grey - 6 Mills St -

Mrs Katharine Bush 16 Mills St Roxbury Mass

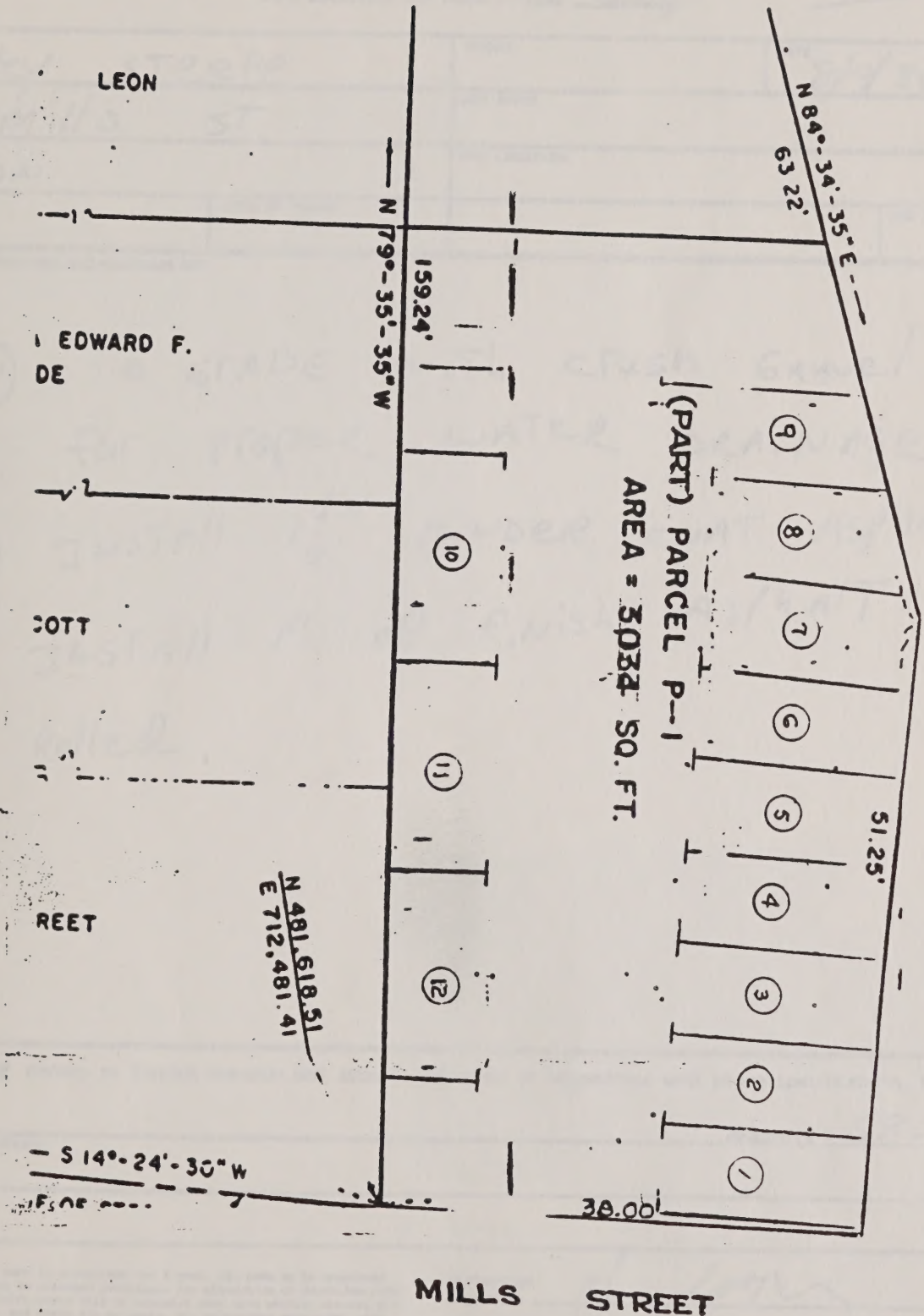
Stanley Hall 11 Mills St Roxbury Mass

Reynold St. 10 Mills St

12 Mills St 9 Mills St Rox



ATTACHMENT "B"



# COOPER Bros. PAVING

Commercial-Residential-Industrial  
212 Salem St., Medford 396-6070  
Reading 942-0069

*"We Match Price With Quality"*



|                                                |               |              |                       |
|------------------------------------------------|---------------|--------------|-----------------------|
| PROPOSAL SUBMITTED TO<br><b>STANLEY STEELE</b> |               | PHONE        | DATE<br><b>8/9/86</b> |
| STREET<br><b>14 Mills ST</b>                   |               | JOB NAME     |                       |
| CITY, STATE AND ZIP CODE<br><b>BOSTON</b>      |               | JOB LOCATION |                       |
| ARCHITECT                                      | DATE OF PLANS | JOB PHONE    |                       |

We hereby submit specifications and estimates for:

- ① 2 GRADE WITH CRUSH GRAVEL  
FOR PROPER WATER DRAINAGE
- ② INSTALL 1 1/2" BINDER COAT ASPHALT
- 3 INSTALL 1" OF FINISH ASPHALT.  
Rolled.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of  
Payment to be made as follows: \_\_\_\_\_ dollars (\$ 5800<sup>00</sup> )

All material is guaranteed. All work is guaranteed for 1 year. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature

*[Signature]*

Note: This proposal may be  
withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

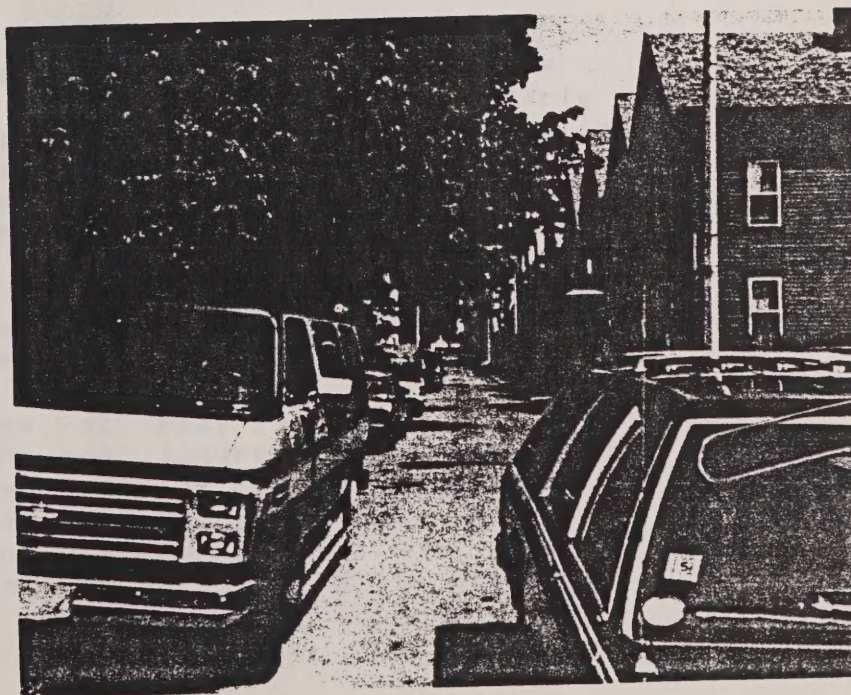
Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



MILLS STREET LOOKING NORTH EAST FROM DALE, THESE PICTURES  
SHOW WHAT IS A TYPICAL DAY AS RESPECTS PARKING  
AVAILABILITY. MILLS ST IS APROXIMATELY 14'6" IN  
WIDTH.





## COOPERATIVE PARKING

### **OVERVIEW:**

This paper describes the establishment of a community owned cooperative parking lot. The details of this project would have to be refined in conjunction with the Boston Redevelopment Authority (BRA). The concept, however, is similar to housing cooperatives where one parcel is subdivided into multiple owners.

### **BACKGROUND:**

Mills Street is primarily comprised of single family homes. During the urban renewal push of the sixties, the street was a model renovation project. A stable community, the majority of the households have resided on the street for 15 or more years. It is not uncommon to find families that date back several generations.

A working class community, Mills Street is a neighborhood to be admired. The demographics reflect a range of age, race and income groups. The mood is tranquil. Neighbors are supportive of each other, providing an informal community support network.

Mills Street however, has a serious parking problem. A moderate income community, households often have multiple vehicles. In addition, commercial, recreational, social and other interest strain the limited space available for parking. To compensate, neighbors block neighbors driveways and residents "hop the curb" so that vehicles may pass down the street.

Coupled with the eminent growth of residential units in the immediate area, see attachment A, this parking problem may threaten the very fiber of the community. Within surrounding structures alone, at least 14 vacant residential units may be occupied in the near future. The majority of these units have been "sleepers", not having played an active role in the community as we know it today. In addition, vacant lots in the neighborhood may soon be developed to address the housing shortage in the Boston area.



It is difficult to predict the number of vehicles that will accompany the new and/or revitalized residential units, however, we are fortunate enough to be able to plan for the the increased parking demands. The goal of this proposal is to establish a permanent parking facility for the Mills Street Community. We, the Mills Street community look to the BRA for assistance and guidance in this area. Our challenge is to develop existing resources to meet the current and future needs of the community.

#### **RECOMMENDATION:**

The lot located at number 15 Mills Street is a community parking lot, formally designated for resident use by city officials. This designation however is currently challenged, leaving the community in turmoil and denying access to one of its most valuable resources, parking. Resolution of this challenge is at the discretion of the BRA. We believe that the organization will act in the best interest of the community as a whole. To this end, we offer the following:

The establishment of non-profit cooperative comprised of home owners in the community. This group would develop and maintain the parcel on Mills Street, to be liscensed by the BRA for parking exclusively.

Members of the cooperative would be assigned parking spaces within the lot. The assignment of spaces would cost a yearly cooperative fee, which would cover general upkeep including: maintenance, improvements, insurance, etc. Spaces would be assigned to specific residences.

The cooperative would develop a set of bylaws to regulate parking, management and internal issues.

Community control of the parcel would stabilize the lot and prevent future conflicts with the BRA or other city departments.



## STEPS ALONG THE WAY:

A lot plan should be drawn showing the layout and maximum amount of parking spaces available. A budget should be prepared for development, maintenance, insurance and other cost.

Bylaws should be establish covering the group structure/process in addition to conflict resolution, internal matters, etc.

Legal, engineering and planning assistance should be obtained during various stages of the project.

## SUMMARY:

It is important to take a view of the future as we address the parking issue for the Mills Street area. When news of the "Dudley Square" development project first gained notoriety in the press, one expert in urban development commented on the irony of 'Black flight' from the Washington Park area, despite the development of recreational and public facilities.

We hope that the current leadership of the BRA does not again leave a trail of perplexities behind in our community. Now is the time to respond to residents needs as a quiet, tranquil family neighborhood becomes squeezed by the push of development.

Competition for limited parking is on the rise. As the increased volume of vehicles shift existing parking patterns, residents may be pushed further and further from their immediate surroundings. As a result, property and personal safety become increasing concerns.

We welcome the support and expertise of the BRA in meeting this challenge. Mills Street was a model community in the sixties and can provide leadership in community development issues of the eighties. As the BRA continues to pursue development of the "Dudley Square" area, the Mills Street model may become a useful tool to meet the challenge of other communities in transition.

Thank you for your assistance. We look forward to the opportunity to further discuss and refine the concepts presented above.



LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

MILLS STREET COOPERATIVE, STANLEY O. STEELE REPRESENTATIVE

This Agreement (the "Agreement") is made as of the       day of October, 1986, by and between the Boston Redevelopment Authority (the "Authority and the "Licensor"), a public body, politic and corporate, created and existing pursuant to Chapter 121 B of the Massachusetts General Laws, as amended, and Mills Street Cooperative, Stanley O. Steele, Representative, a non-profit cooperative duly organized and existing under Chapter 180 of the Massachusetts General Laws and having a place of business at 14 Mills Street, Roxbury, Massachusetts (the "Licensee").

WITNESSETH

WHEREAS, the Authority is the owner of certain land located at 15 Mills Street, Roxbury, in the Washington Park Urban Renewal Area (hereinafter "the premises"), which premises are not immediately required for redevelopment purposes; and

WHEREAS, the Licensee is desirous of maintaining and operating off street parking of said premises at nominal cost for participants for maintenance and other relating costs; and

WHEREAS, it is in the best interest of the Authority, the premises, and the area surrounding the premises to have the premises occupied in a properly regulated manner; and

WHEREAS, the Authority and the Licensee desire to enter into this Agreement to accomplish these several purposes.

NOW, THEREFORE, in consideration of these presents and for other good and valuable consideration, it is hereby agreed as follows:

1. This Agreement shall commence from the date hereof and shall continue in force and effect until terminated either, by notice at any time with or without cause from the Licensor which shall state the date of termination and the Licensee shall vacate the Property by said date, or in the event of final designation of the Licensee as the Redeveloper of the Property, on the date an appropriate Land Disposition Agreement, Deed and related instrument are executed respectively



and by the Authority, whichever occurs first. Notwithstanding such termination, the Licensee shall remain liable for all obligations theretofore accrued by it hereunder and the obligations of the Licensee under Paragraphs 3, 4, 5, 6, 7, and 9 shall survive the termination of the Agreement, but otherwise the Licensee's obligations shall not survive termination.

2. The Licensor shall make available the Property in its then condition, "as is", it being agreed that, during the period of this Agreement, the Licensee shall have the opportunity to examine the same in all respects. The Licensor has made no representations or warranties of any kind with respect to such condition and it shall have no obligation to do any work on or with respect to the Property, or the respective condition thereof.

3. The Licensee immediately after submission to the Licensor of the evidence of insurance required by Paragraph 8 hereof shall be authorized respectively, to enter and inspect the Property and undertake such tests, surveys and examinations as it determines, and to enter and inspect the Property and undertake such tests, surveys and examinations of the existing subsoil as it determines (the "subsoil examination work"), subject to the following procedure. Within seven (7) business days after submission of evidence of insurance, the Licensee shall submit a stability and subsoil examination program to the Licensor for approval and shall complete such work to the satisfaction of the Licensor within thirty (30) business days of receipt of such approval, unless the completion date is extended, and approval of any requests by the Licensee for extension of the completion date shall not be unreasonable withheld. If the Licensor disapproves the work program on the basis that additional work is required and upon notice thereof to the Licensee, it declines to perform such additional work for any reason, the Licensor may at its option by notice terminate this Agreement. The Licensor shall have the right to review all aspects of the work performed hereunder in order to insure that such work is undertaken in a manner and to the extent consistent with the obligations of the Licensee under this Paragraph and Paragraph 4 below.

4. The Licensee agrees that all tests, surveys and examinations undertaken by it, all stability or subsoil examination work done by it for or with respect to the Property, or any part thereof shall be at its sole cost and expense without liability to the Licensor and in this regard the Licensor shall not be obligated to reimburse the Licensee, its employees, agents,



contractors and/or sub-contractors for any funds expended, that the same shall be undertaken in compliance with all applicable laws and regulations, and that the Licensee shall have the responsibility to secure all required permits and approvals for such work.

5. The Licensee hereby agreed to defend, indemnify and hold harmless the Licenser, its members, officers and employees from and against all actions, claims, costs, fees, expenses, liabilities and damages (including attorneys fees and costs of investigation and litigation) whatsoever which may be incurred or for which liability may be asserted as a result of any activities undertaken by or for the Licensee in its implementation of this Agreement or its work with respect to the Property. The Licenser shall give notice to the Licensee of any such actions, claims, costs, fees, expenses, liabilities or damages.
6.
  - a. Before entering the Property or commencing work the Licensee shall submit copies of its Workmen's Compensation, Manufacturers' and Contractors' Public Liability Insurance and Comprehensive Property Liability Insurance policies to the Licenser or other evidence of insurance. It shall similarly submit its contractors' and/or subcontractors' policies of similar insurance before each commences work. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and shall be kept in force until the Licensee's work is completed to the satisfaction of the Licenser. Contracts of insurance (covering all operations under this Agreement) which expire before the Licensee's work is completed to the satisfaction of the Licenser shall be renewed. Failure to maintain the insurance coverage required hereunder shall be a breach of this Agreement and the Licenser shall have the right purposes of this Paragraph and Paragraphs 8(c) and (d) below, the term "evidence of insurance" shall mean certificates of insurance where the Licenser is named as the certificate holder.
  - b. The Licensee shall carry or require that there be carried Workmen's Compensation Insurance for all its employees and those of its contractors and/or or sub-contractors engaged in work at the Property, in accordance with State Workmen's Compensation Laws. The Licensee shall give written or printed notice to all persons under contract of hire with it and to every person with whom it is about to enter into a contract of hire, that it has provided for payment to injured employees by insuring as provided under Chapter



152 of the Massachusetts General Laws. The foregoing shall also apply to contractors and sub-contractors. The form of notice to be posted is prescribed by the Department of Industrial Accidents of the Commonwealth of Massachusetts.

- c. The Licensee shall carry or require that there be carried Manufacturers' and Contractors' Public Liability Insurance with limits of \_\_\_\_\_ Dollars for injury or death to more than one person in a single accident, to protect the Licensee and its contractors or sub-contractors against claims due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment, hoists, motor vehicles on the Property or hauling materials or debris from the same. The Licensors shall be named as co-insured on such policy, and in the evidence of insurance.
  - d. The Licensee shall carry, during the life of this Agreement, Comprehensive Property Damage Liability Insurance providing for a limit of not less than \_\_\_\_\_ Dollars for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of not less than \_\_\_\_\_ Dollars for all damages arising out of injury to or destruction of property. The Licensors shall be named as co-insured on such policy, and in the evidence of insurance.
  - e. The Licensee shall provide the Licensors an insurance policy written in the name of the Licensors, its members, officers, and employees for any liability which might be incurred against them as a result of any operations of the Licensee or its contractors or sub-contractors. Such insurance shall provide for a limit of not less than \_\_\_\_\_ for all damages arising from bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than \_\_\_\_\_ for all damages arising out of bodily injuries to or death to two or more persons in any one accident; and not less than \_\_\_\_\_ for all damages arising out of injury to or destruction of property in any one accident; and subject to that limit per accident, a total (or aggregate) limit of not less than \_\_\_\_\_ for all damages arising out of injury to or destruction of property.
7. The Licensee agrees that upon termination of this Agreement, in accordance with Paragraph 1 hereof,



other than for final designation, it shall vacate the Property and remove all rubbish, debris and non-indigenous material which was placed thereon by said Licensee or its contractors, and or sub-contractors during the period hereof, and shall restore or remedy any damage to the Property resulting from its tests, surveys, or examinations thereof or any subsoil examination work.

8. The Licensee shall not discriminate in its hiring practices nor will it allow any of its employees, agents, contractors and or sub-contractors to discriminate upon the basis of race, color, sex, religion or national origin in regard to its activities and work required hereunder.
9.
  - a. Time is of the essence in the performance of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually fulfill the conditions applicable to each of them.
  - b. The waiver by the Licensor or any breach of any term or condition herein contained shall not be deemed to be a waiver or any subsequent breach of the same or any other term or condition herein contained.
  - c. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
  - d. No member, officer or employee of the Licensor shall be personally liable to the Licensee in the event of any default or breach by the Licensor or for any amount which may become due to the Licensee or on any obligation under the terms of this Agreement.
  - e. Whenever under this Agreement, notices, approvals, submittals, satisfactions, requests or waivers are required or permitted the same shall be effective and valid only when given in writing signed by a duly authorized officer or person of the respective parties.



Any notice, approval, submittal, satisfaction, request or waiver required or desired to be given pursuant to this Agreement, shall be in writing and shall be personally served or, in lieu of personal service, by depositing same in the United States mail, postage prepaid, certified or registered mail. If addressed to the Licensor, its address is:

Stephen F. Coyle, Director  
Boston Redevelopment Authority  
One City Hall Square/9th Floor  
City Hall  
Boston, Massachusetts 02110

and if addressed to the Licensee, its address is:

Mills Street Cooperative  
Stanley O. Steele Representative  
14 Mills Street  
Roxbury, MA 02119

Either party may change it respective address by giving written notice to the other in accordance with the provisions hereof.

- f. Nothing herein shall constitute the relation between the parties hereto to be other than an independent one, it being their intent that this Agreement shall not constitute a partnership or a joint venture.
- g. In its discretion, the Licensor may waive, amend or alter any conditions herein contained to be performed by the Licensee for its benefit with the consent of the Licensee.
- h. The Licensee may not assign any of its rights or obligations hereunder without the prior approval of the Licensor, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered as of the date first above written.

Approved As to Form:

Boston Redevelopment Authority

\_\_\_\_\_  
Chief General Counsel  
Boston REdevelopment Authority

\_\_\_\_\_  
Stephen Coyle, director

Mills Street Cooperative  
Stanley O. Steele, Rep.

\_\_\_\_\_  
Title:



D.D.

xaminer

## The Commonwealth of Massachusetts

Office of the Secretary of State  
One Ashburton Place, Boston, MA 02108

Michael Joseph Connolly, Secretary

## ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

Incorporators

## NAME

## RESIDENCE

Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.

|                 |                                   |
|-----------------|-----------------------------------|
| Stanley Steele  | 14 Mills Street, Boston, MA 02119 |
| Jeffry Worthy   | 2 Mills Street, Boston, MA 02119  |
| Brenda Atchison | 31 Dale Street, Boston, MA 02119  |
| Linda Sutton    | 12 Mills Street, Boston, MA 02119 |

001000018

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:

MILLS STREET COOPERATIVE, INC.

2. The purposes for which the corporation is formed is as follows:

The purpose of the Mills Street Cooperative is to improve the Mills Street community which includes Mills Street and abutting areas, by encouraging the preservation of existing historical buildings and to promote the betterment of our neighborhood.

C ☒  
P ☒  
M ☐  
R.A. ☒

86-254004

9

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.



3. If the corporation has more than one class of members, the designation of each class, the number of shares of appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, are as follows: -

All members will have equal representation in the corporation. The incorporating members will elect members to the corporation providing that they meet the bylaws standards. The duration of membership shall be one year as set out in the bylaws.

There shall be only one class of members.

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:-

SEE ATTACHED SCHEDULE



The corporation shall have the following powers in furtherance of its corporate purposes:

- a. The corporation shall have perpetual succession on its corporate name.
- b. The corporation may sue and be sued.
- c. The corporation may have a corporate seal which it may alter at pleasure.
- d. The corporation may elect or appoint directors, officers, employees and other agents, fix their compensation and define their duties and obligations.
- e. The corporation may purchase, receive or take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated, in an unlimited amount.
- f. The corporation may solicit and receive contributions from any and all sources and may receive and hold, in trust or otherwise, funds received by gift or bequest.
- g. The corporation may sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage, pledge, encumber or create a security interest in, all or any of its property, or any interest therein, wherever situated.
- h. The corporation may purchase, take receive, subscribe for, or otherwise acquire, own, hold, vote, employ, sell, lend, lease, exchange, transfer, or otherwise dispose of, mortgage, pledge, use and otherwise deal in and with, bonds and other obligations, shares, or other securities or interests issued by others, whether engaged in similar or different business, governmental, or other activities.
- i. The corporation may make contracts, give guarantees and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage, pledge or encumbrance of, or security interest in, all or any or its property or any interest therein, wherever situated.



- j. The corporation may lend money, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
- k. The corporation may do business, carry on its operations, and have offices and exercise the powers granted by Massachusetts General Laws, Chapter 180, in any jurisdiction within or without the United States, although the corporation shall not be operated for the primary purpose of carrying on for profit a trade or business unrelated to its tax exempt purposes.
- l. The corporation may pay pensions, establish and carry out pensions, savings, thrift and other retirement and benefit plans, trusts and provisions for any or all of its directors, officers and employees.
- m. The corporation may make donations in such amounts as the members or directors shall determine, irrespective of corporate benefit, for the public welfare or for community fund, hospital, charitable, religious, educational, scientific, civic, or similar purposes, and in time of war or other national emergency in aid thereof; provided that, as long as the corporation is entitled to exemption from federal income tax under Section 501(c) (3) of the Internal Revenue Code, it shall make no contribution for other than religious, charitable, scientific, testing for public safety, literary or educational purposes or for the prevention or cruelty to children or animals.
- n. The corporation may be an incorporator of other corporations of any type of kind.
- o. The corporation may be a partner in any business enterprise which it would have power to conduct by itself.
- p. The directors may make, amend or repeal the by-laws in whole or in part, except with respect to any provision thereof which by law or the by-laws requires actions by members.
- q. Meetings of the members may be held anywhere in the United States.
- r. The corporation shall, to the extent legally permissible and only to the extent that the status of the corporation as an



organization exempt under Section (c) (3) of the Internal Revenue Code is not affected thereby, (including persons who serve at its request as directors, officers, employees or other agents of another organization in which it has an interest) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a director, officer, employee or agent, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such director, officer, employee or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification: (a) by a disinterested majority of the directors then in office; or (b) by a majority of the disinterested directors in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such director, officer, employee or agent appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; or belief that his action was in the best interests of the corporation; or (c) by a majority of the disinterested members entitled to vote, voting as a single class. Expenses including counsel fees, reasonably incurred by any such director, officer, employee or agent in connection with the defense or disposition of any such action, suit or other proceeding, may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the corporation if he shall be adjudicated to be not entitled to indemnification under Massachusetts General Laws, Chapter 180, Section 6. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee or agent may be entitled. Nothing contained herein shall affect any rights to indemnification to which corporate personnel may be entitled by contract or otherwise under law. As used in this paragraph, the terms "directors," "officers," "employees" and "agents" include their respective heirs, executors and administrators, and an "interested" director is one against whom in such capacity the proceeding in question or another proceeding on the same or similar grounds is then pending.

- s. No person shall be disqualified from holding any office by reasons of any interest. In the absence of fraud, any director, officer, or member of this corporation individually,



or any individual having any interest in any concern in which any such directors, officers, members, or individuals have any interest, may be a party to, or may be pecuniarily or otherwise interested in, any contract, transaction, or other act of this corporation, and

1. such contract, transaction, or act shall not be in any way invalidated or otherwise affected by that fact;
2. no such director, officer, member, or individual shall be liable to account to this corporation for any profit or benefit realized through any such contract, transaction, or act; and
3. any such director of this corporation may be counted in determining the existence of a quorum at any meeting of the directors or of any committee thereof which shall authorize the same:

The term "interest" including personal interest and interest as a director, officer, stockholder, shareholder, trustee, member or beneficiary of any concern; the term "concern" meaning any corporation, association, trust, partnership, firm, person, or other entity other than this corporation.

- t. No part of the assets of the corporation and no part of any net earnings of the corporation shall be divided among or insure to benefit of any officer or director of the corporation or any private individual or be appropriated for any purposes other than the purposes of the corporation as herein set forth; and no substantial part of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation except to the extent that the corporation makes expenditures for purposes of influencing legislation in conformity with the requirements of Section 5019h) of the Internal Revenue Code; and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. It is intended that the corporation shall be entitled to exemption from federal income tax under Section 501(c) (3) of the Internal Revenue Code shall not be a private foundation under Section 509(a) of the Internal Revenue Code.
- u. Upon the liquidation or dissolution of the corporation, after payment of all the liabilities of the corporation or due provision therefor, all of the assets of the corporation shall be disposed of to one or more organizations exempt from federal income tax under section 501(c) (3) of the Internal Revenue Code.
- v. In the event that the corporation is a private foundation as that term is defined in Section 509 of the Internal Revenue



Code, then notwithstanding any other provisions of the articles of organization or the by-laws of the corporation, the following provisions shall apply:

The directors shall distribute the income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code.

The directors shall not engage in any act of self dealing as defined in Section 4941(d) of the Internal Revenue Code; nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; nor make any taxable expenditures as defined in Section 4945(d) on the Internal Revenue Code.

- w. The corporation shall have and may exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is formed; provided that no such power shall be exercised in a manner inconsistent with Massachusetts General Laws, Chapter 180 or any other chapter of the General Laws of the Commonwealth of Massachusetts; and provided, further, that the corporation shall not engage in any activity or exercise any power which would deprive it of any exemption from federal income tax which the corporation may receive under Section 501(c) (3) of the Internal Revenue Code.
- x. All references herein: (i) to the Internal Revenue Code shall be deemed to refer to the Internal Revenue Code of 1954, as now in force or hereafter amended; (ii) to the General Laws of the Commonwealth of Massachusetts, or any chapter thereof, shall be deemed to refer to said General Laws or chapter as now in force or hereafter amended and (iii) to particular sections of the Internal Revenue Code or the General Laws of the Commonwealth of Massachusetts shall be deemed to refer to similar or successor provisions hereafter adopted.



5. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers whose names are set out below, have been duly elected.
- YES
6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date. (not more than 30 days after date of filing).
- N/A
7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:

Mills Street Cooperative

14 Mills Street

Boston, MA 02119

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

| NAME                                                    | RESIDENCE                           | POST OFFICE ADDRESS                          |
|---------------------------------------------------------|-------------------------------------|----------------------------------------------|
| President: Stanley Steele                               | 14 Mills Street<br>Boston, MA 02119 | SAME<br>u                                    |
| Treasurer: Brenda Atchison                              | 31 Dale Street<br>Boston, MA 02119  |                                              |
| Clerk: Jeffry Worthy                                    | 2 Mills Street<br>Boston, MA 02119  | u                                            |
| Directors: (or officers having the powers of directors) |                                     |                                              |
| Linda Sutton                                            | 12 Mills Street<br>Boston, MA 02119 | Marlene Brown 8 Mills Street<br>Boston, MA   |
| Harvey Ivey                                             | 6 Mills Street<br>Boston, MA 02119  | Stanley Steele 14 Mills Street<br>Boston, MA |

FRANCES STEELE 14 MILLS ST. BOSTON MA.

c. The date initially adopted on which the corporation's fiscal year ends is:

December 1

d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:

The first Monday in August

e. The name and business address of the resident agent, if any, of the corporation is:

Stanley Steele, 14 Mills Street, Roxbury, MA 02119

IN WITNESS WHEREOF, and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this 9 day of SEPTEMBER 1986

I/We the below signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years; I/We do hereby further certify that to the best of my/our knowledge the above named principal officers have not been similarly convicted. If so convicted, explain.

*Stanley Steele*  
*Brenda Atchison*  
*Jeffry M. Worthy*  
*Linda Sutton*

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.



SECRETARY OF THE  
COMMONWEALTH

1986 SEP 11 AM 9:18

CORPORATION DIVISION THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION  
GENERAL LAWS, CHAPTER 180

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I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$30.00 having been paid, said articles are deemed to have been filed with me this 11th day of September 19 86

Effective date

*Michael Joseph Connolly*  
MICHAEL JOSEPH CONNOLLY  
Secretary of State

TO BE FILLED IN BY CORPORATION  
PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT

TO:

*Mills St. Cooperative*  
*c/o Stanley Steele*  
*14 Mills St. Rox. 02119 MA*  
*427-5908*

Telephone.....

Filing Fee \$30.00

Copy Mailed